

# LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 07-068**

Lancaster County intends to enter into a contract and invite you to submit a sealed proposal for:

### **COLLECTION SERVICES FOR PAST DUE ACCOUNTS**

#### **MEETING OR EXCEEDING COUNTY SPECIFICATIONS**

Sealed Proposals will be received by the Lancaster County on or before **12:00 noon Wednesday, February 21, 2007** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the First Floor of the "K" Street Complex.

Bid Specification and initial bidders list may be down loaded off the City/County Purchasing Division web site at: [www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us) , search "Bid", select current year, select bid specification listed above.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

#### **COMMISSIONERS**

KATHY CAMPBELL \* LARRY HUDKINS \* LINDA STEINMANN \* BERNIE HIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# SEALED PROPOSAL SPECIFICATION NO. 07-068

**BID OPENING TIME:** 12:00 NOON  
**DATE:** Wednesday, February 21, 2007

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## RFP FOR COLLECTION SERVICES FOR PAST DUE ACCOUNTS

Lancaster County will pay a base commission percentage of **gross** collected funds at the end of each reporting period. Proposer shall bill the County on a monthly basis in accordance with the rate offered herein:  
\_\_\_\_\_ %

Note: Once collection efforts are considered exhausted and an account is returned to the County, any funds collected will **not** be subject to commission.

Comments: \_\_\_\_\_

**NOTE: RETURN 4 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:  
SEALED PROPOSAL FOR SPEC. NO. 07-068**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

# INSTRUCTIONS TO PROPOSERS

## LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit four (4) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

### **2. PROPOSER'S SECURITY**

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be requested with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
  1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
  1. A contract has been executed and bonds furnished.
  2. The specified time has elapsed so that the offers may be withdrawn.
  3. All offers have been rejected.
- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:
  1. If the proposer fails to deliver the equipment or

merchandise in full compliance with the accepted proposal and specifications.

2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **4. DATA PRIVACY**

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **5. PROPOSER'S REPRESENTATION**

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **7. SPECIFICATION CLARIFICATION**

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

#### **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

- 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

#### **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIFICATIONS**

## **PAST DUE ACCOUNTS FOR LANCASTER COUNTY**

### **GENERAL INFORMATION**

#### **1. SCOPE OF SERVICES**

Lancaster County, herein after referred to as the County, is interested in obtaining proposals from interested providers for Collection Services, herein after referred to as proposers or contractors, to implement and administer debt collection services to adequately meet the needs of the County.

#### **2. TERM OF THE CONTRACT**

2.1 The contract shall be for a three (3) year period.

2.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for thirty-six (36) consecutive months.

2.2 The contract shall be renewable for an additional three (3) year period by mutual consent of the parties involved.

2.2.1 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.

2.2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

#### **3. INFORMATION**

3.1 For information regarding this request please contact Bob Walla, Assistant Purchasing Agent (402) 441-8309 or [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov). Answers to any questions will be addressed via an addendum as listed in the Instructions To Proposers.

#### **4. CONTRACTOR SERVICES**

4.1 The Contractor shall implement and maintain for the County the services described herein to meet the needs of the County as addressed in this proposal.

#### **5. SELECTION PROCESS**

5.1 The award of this contract shall be made to the responsible proposer whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in accordance with the following evaluation criteria:

5.1.1 Responsiveness of the proposal in clearly stating an understanding of the services being requested.

5.1.2 Professional capabilities and experience of the firm in providing similar services to other municipalities and/or private businesses.

5.1.3 Professional qualifications and experience of the individuals who will be performing the work.

5.1.4 Total proposed percentage of collection to be returned to the County.

## **6. QUALITY OF SERVICES**

- 6.1 The successful proposer must agree to process the accounts in a professional, courteous, business-like manner for a period of approximately 210 days after the date of turnover. At a minimum, collection must include the following:
  - 6.1.1 Initial invoice mailed out upon receipt of account.
  - 6.1.2 Follow-up notice mailed out if no response within thirty (30) days.
  - 6.1.3 Skip tracing if address unknown.
  - 6.1.4 Two (2) instances of personal contact if address can be found.
  - 6.1.5 Placement on credit report.

## **7. COLLECTION PROCESS**

- 7.1 An account may be turned over to the successful proposer for collection at any time during the collection process.
- 7.2 The age of the account is determined from the last payment date or invoice date.
- 7.3 Account information will be submitted to the successful proposer via computerized customer account report.

## **8. ACCOUNT DESCRIPTIONS**

- 8.1 All accounts requiring collection shall be given to the selected contractor.
- 8.2 Accounts serviced under this contract will be for medical and related medication and services.

## **9. ACCOUNT ACTIVITIES**

- 9.1 Unless an account is under a written, active payment plan, collection efforts shall be considered exhausted 210 days after the account is turned over to the successful proposer.
  - 9.1.1 Such accounts will be reported by the successful proposer to a credit bureau reporting agency and may be returned to the County at the County's request.
  - 9.1.2 The County shall retain the right to cancel or request the return of any account referred to the successful contractor on which payments are not being paid or have not been paid.

## **10. REMITTANCE OF PAYMENT**

- 10.1 All funds collected by the successful proposer shall be remitted to the County at least once a month accompanied by a collection activity report which includes the customer name, account number, type of account and the amount collected.
- 10.2 The successful proposer shall remit the monies collected on its behalf to the County within thirty calendar days following the end of the month of which the collection is made.
- 10.3 The County in turn will report to the successful proposer on a monthly basis any payments made directly to its offices on any accounts previously turned over to the successful proposer.

## **11. FEE SCHEDULE**

- 11.1 The County shall pay a base commission percentage of collected funds to the successful proposer at the end of each reporting period at the rates agreed upon.
  - 11.1.1 The rates shall be based on a percentage of all amounts collected.
  - 11.1.2 The rates shall be that proposed by the successful proposer for the term of the contract.
  - 11.1.3 Once collection efforts are considered exhausted and an account is returned to the County, any funds collected will not be subject to commission.
  - 11.1.4 The successful proposer shall bill the County on a monthly basis in accordance with the fee schedule as established with the RFP response including any negotiations and addendums to the RFP and/or payment schedule.

**12. BOND REQUIREMENTS**

- 12.1 The successful proposer shall obtain, upon the effective date of the contract and continue in full force and effect during the term thereof, a performance bond issued by a corporation licensed to do business in the State of Nebraska in a form satisfactory to the County in an aggregate amount of not less than \$5,000.00.

**13. INSURANCE REQUIREMENTS**

- 13.1 Successful proposer shall provide proof of insurance naming Lancaster County as additional insured with regard to the contracted services according to the Insurance Requirements for all County Contracts.

# COLLECTION SERVICES PROVIDER QUESTIONNAIRE

If additional space is required to provide a complete response, please include this information as an attachment to your offer.

**Note: Failure to provide information as requested may result in rejection of your Proposal.**

1. Outline the methodology of collections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Indicate the number of employees in the collection business (include titles and job functions):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Provide a summary of how your firm handles hardship cases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Describe the typical % of accounts collected for an account similar to that of the County: \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Describe the number of complaints (if any) and how they are normally settled: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. List any lawsuits pending or completed involving the corporation, partnership, or individuals with more than ten percent (10%) interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Indicate the number of years experience your firm has had in providing these services:  
\_\_\_\_ Total # of years                      \_\_\_\_ # of years in Nebraska
8. Indicate the location of service facility (if different from the address shown on the previous proposal page): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



9. Do you currently have, or can you arrange for the required bonding and insurance, as required in the RFP Specifications? \_\_\_\_\_

10. By submitting an offer on this project, it is understood by Lancaster County and the Successful Firm(s) that any local City of Lincoln or Lancaster County entity may request the services specified in accordance with the percentages submitted by the Successful Firm.

Do you concur? Yes \_\_\_\_ No \_\_\_\_

11. It is understood and agreed that each local entity will place its own orders, be invoiced therefrom and make its own payments to the successful proposer in accordance with the terms of the contract established between the County and the Successful Firm(s).

Do you concur? Yes \_\_\_\_ No \_\_\_\_

Is contract extension/renewal an option: Yes\_\_\_\_ No \_\_\_\_

## REFERENCES

1. Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_  
\_\_\_\_\_

2. Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_  
\_\_\_\_\_

3. Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Original Contract to: Contractor  
Public File  
Lancaster Manor

**S A M P L E**

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**N E B R A S K A**

**F O R**

**SAMPLE CONTRACT**

**SPECIFICATION #07-068**

**CONTRACTOR: \_\_\_\_\_**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2007, by and between \_\_\_\_\_ hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Collection of Past Due Accounts, specification #07-068.**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most responsible, responsive Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

**Request for Proposal #07-068, Collection of Past Due Accounts.**

The Work included in this Contract shall be for a three (3) year term beginning, **2007 through, 2010**.

The County has the option to renew for an additional three (3) year period with mutual consent beginning: **through**.

The Contract Documents comprise the Contract, and consist of the following:

1. The Specification Documents
2. The Accepted Proposal
3. The Contract Agreements
4. The Insurance Requirements
5. The bond information

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
Address

\_\_\_\_\_  
(SEAL)  
Secretary

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

# INSURANCE CLAUSE

## FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

4. Coverage shall also include Products/Completed Operations.
  5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
  6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage    1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*